

**IT IS THE VENDOR'S RESPONSIBILITY TO CHECK  
FOR ADDENDUMS PRIOR TO SUBMITTING PROPOSALS**

## **REQUEST FOR PROPOSALS SPECIFICATION NO. 07-251**

The City of Lincoln, Nebraska intends to enter into a contract and invites you to submit a sealed proposal for professional Engineering Services related to the projects listed and described below:

### **Evaluation of Storage Areas to Reduce Salt Creek Base Flood Elevations**

Sealed proposals will be received by the City of Lincoln, Nebraska on or before **12:00 noon, Wednesday, August 29, 2007** in the office of the Purchasing Agent, Suite 200, K Street Complex, Southwest Wing, 440 South 8th Street, Lincoln, Nebraska 68508. Proposals will be publicly opened, reading only the names of those submitting proposals.

A copy of the request for proposal may be obtained from the Purchasing Division web site at: [www.lincoln.ne.gov](http://www.lincoln.ne.gov) Keyword search: Bid

Submitters should take caution if U.S. mail or mail delivery services are used for the submission of proposals. Mailing should be made in sufficient time for proposals to arrive in the Purchasing Division, prior to the time and date specified above. It is the responsibility of submitters to check for all addendums issued for this request for proposals prior to submission.

# **INSTRUCTIONS TO PROPOSERS**

## **CITY OF LINCOLN, NEBRASKA**

### **PURCHASING DIVISION**

#### **1. PROPOSAL PROCEDURE**

- 1.1 Each RFP must be legibly printed in ink or typed, include full name, business address, telephone number, fax number and email address of the Proposer; and be signed in ink by the Proposer.
- 1.2 Response by a firm/organization other than a corporation must include the name and address of each member.
- 1.3 A response by a corporation must be signed in the name of such corporation by a duly authorized official thereof.
- 1.4 Any person signing a response for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.5 Proposals received after the time and date established for receiving offers will be rejected.

#### **2. EQUAL OPPORTUNITY**

- 2.1 Each proposer agrees that it shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, disability, national origin, age, or marital status. In the employment of persons, proposer shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, disability, national origin, age, or marital status.

#### **3. DATA PRIVACY**

- 3.1 Proposer agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.
- 3.2 The proposer agrees to hold the City harmless from any claims resulting from the proposer's unlawful disclosure or use of private or confidential information.

#### **4. PROPOSER'S REPRESENTATION**

- 4.1 Each proposer by signing and submitting an offer, represents that he/she has read and understands the specification documents, and the offer has been made in accordance therewith.
- 4.2 Each offer for services further represents that the proposer is familiar with the local conditions under which the work and has correlated the observations with the requirements of the RFP.

#### **5. SPECIFICATION CLARIFICATION**

- 5.1 Proposers shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of specification documents.

- 5.2 Proposers desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Agent at least seven (7) calendar days prior to date and time for response receipt, unless otherwise noted in RFP.
- 5.3 Interpretations, corrections and changes made to the specification documents will be made by written addenda.
- 5.4 Oral interpretations/changes to Specification Documents made in any other manner, will not be binding on the City; proposers shall not rely upon oral interpretations.

#### **6. ADDENDA**

- 6.1 Addenda are written documents issued by the City prior to the date for receipt of offers which modify or interpret the specification document by addition, deletion, clarification or correction.
- 6.2 Changes made to the specification documents will be made by written addenda to all known prospective bidders and posted on the City-County website at [lincoln.ne.gov](http://lincoln.ne.gov) Keyword - Bid.
- 6.3 Copies of addenda will be made available for inspection at the office of the Purchasing Agent and on the City's website.
- 6.4 No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of offers, except an addendum withdrawing the RFP, or addendum including postponement.
- 6.5 Proposers shall ascertain prior to submitting their offer that they have received all addenda issued, and they shall acknowledge receipt of addenda in their proposal.

#### **7. ANTI-LOBBYING PROVISION**

- 7.1 During the period between the proposal advertisement date and the contract award, proposers, including their agents and representatives, shall not lobby or promote their proposal with any member of the City Council or City Staff.

#### **8. EVALUATION AND AWARD**

- 8.1 The signed proposal shall be considered an offer on the part of the proposer. Such offer shall be deemed accepted upon issuance by the City of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 8.2 No offer shall be withdrawn for a period of ninety (90) calendar days after the time and date established for receiving offers, and each proposer agrees in submitting an offer.
- 8.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 8.4 The RFP process is designed to be a competitive negotiation platform, where price is not required to be the sole determinative factor; also the City has the flexibility to negotiate with a select firm or selected firms to arrive at a mutually agreeable relationship.

- 8.5 A committee will be assigned the task of reviewing the proposals received.
- 8.5.1 The committee may request documentation from Proposer(s) of any information provided in their proposal response, or require the Proposer to clarify or expand qualification statements.
- 8.5.2 The committee may also require a site visit and/or verbal interview with a Proposer or select group of Proposers to clarify and expand upon the proposal response.
- 8.6 The offer will be awarded to the lowest responsive, responsible proposer whose proposal will be most advantageous to the City, and as the City deem will best serve their requirements.
- 8.7 The City reserves the right to accept or reject any or all offers, parts of offers; request new proposals, waive irregularities and technicalities in offers; or to award the RFP on a split-order basis, or lump-sum basis; such as shall best serve the requirements and interests of the City.

## **9. INDEMNIFICATION**

- 9.1 The proposer shall indemnify and save harmless the City of Lincoln, Nebraska from and against all losses, claims, damages, and expenses, including, attorney's fees arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the proposer, any subcontractor, any directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This section will not require the proposer to indemnify or hold harmless the City of Lincoln for any losses, claims damages, and expenses arising out of or resulting from the sole negligence of the City of Lincoln, Nebraska.
- 9.2 In any and all claims against the City or any of its members, officers or employees by an employee of the proposer, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 9.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the bidder or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

## **10. LAWS**

- 10.1 The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.
- 10.2 Proposer agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential

information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.

## **11. AWARD**

- 11.1 The RFP process is designed to be a competitive negotiation platform, where price is not required to be the sole determinative factor; also the City has the flexibility to negotiate with a selected firm or firms to arrive at a mutually agreeable relationship.
- 11.2 The City shall be the sole judge as to merits of the proposal, and the City's decision will be final.
- 11.3 A committee will be assigned by the Mayor with the task of reviewing the proposals received.
- 11.3.1 The committee may request documentation from Proposer(s) of any information provided in their proposal response, or require the proposer to clarify or expand qualification statements.
- 11.3.2 A short list of firms from proposals submitted may be selected for a presentation to the committee and ranked by committee members.
- 11.4 Final approval to enter into contract negotiations with the top ranked firm will be by the Mayor of the City of Lincoln.
- 11.5 The City shall not be liable for any expense incurred in connection with preparation of a response to this RFP.
- 11.6 The contract document shall incorporate by reference all requirements, terms and conditions of the solicitation, proposal received and all negotiated details.

## **12. LIVING WAGE**

- 12.1 The bidders agree to pay all employees employed in the performance of this contract, a base wage of not less than the City Living Wage per Section 2.81 of the Lincoln Municipal Code. This wage is subject to change every July.

**REQUEST FOR PROPOSALS  
SPECIFICATION NO. 07-251**

**DESIGN SERVICES,  
Evaluation of Storage Areas to  
Reduce Salt Creek Base Flood Elevations**

**1. PURPOSE AND INTENT**

- 1.1 The City of Lincoln along with the Lower Platte South Natural Resource District intend to contract for Engineering Design services to evaluate potential storage areas along Salt, Middle and Oak Creeks which will reduce Salt Creek base flood elevations through the City of Lincoln.
- 1.2 It is the intent to select a firm based on qualifications, recommended project approach, and practical applications which best accomplish the objectives of the project while incorporating innovative and cost effective methods.
- 1.3 The City will rely on the firm to remain on schedule for all services rendered so as to meet the construction bid and start as specified for this project.
- 1.4 The City reserves the right to contract for additional services on this project with another firm or utilize it's own forces.

**2. PROJECT DESCRIPTION**

- 2.1 The firm selected will evaluate two locations to determine the reduction in 100 year peak flows along Salt Creek through the City of Lincoln. Hydraulic and Hydrologic modeling will be completed using the unsteady HEC-RAS model developed for the new Salt Creek flood plain mapping.
- 2.2 A third location located in Wilderness Park will be analyzed to determine the benefits of flood water attenuation in the Park and also to determine if peak flows can be further reduced along Salt Creek with the addition of storage area(s) in Wilderness Park.
- 2.3 The areas to be studied are shown on the attached map.
- 2.4 This project will require coordination with the Lincoln Airport Authority.

**3. AVAILABLE INFORMATION**

- 3.1 Ownership records
- 3.2 Tenant names (if known)
- 3.3 Available water and sewer locations, size, and materials
- 3.4 Copies of available reports
  - 3.4.1 Corps of Engineers 205 Study
  - 3.4.2 Corps of Engineers Wilderness Park Storage Study
  - 3.4.3 HWS geotech report for areas 1 and 2.
- 3.5 Flood plain mapping model (Unsteady HEC-RAS)
- 3.6 Hazard Mitigation Project application ([www.nema.ne.gov](http://www.nema.ne.gov) , click on Hazard Mitigation Grant Plan, pg 32)

**4. REQUIRED SERVICES**

- 4.1 The Consultant Project Manager will serve as point of contact and will be responsible for the following:
  - 4.1.1 Establish and maintain project schedule and budget.
  - 4.1.2 Define individual tasks and establish cost and schedule of each task.
  - 4.1.3 Provide forecast showing expenditure by month.
  - 4.1.4 Provide monthly progress reports, with invoices, showing percent of work completed for each task.
    - 4.1.4.1 Show the Earned value of each task (the percent completion of each task times the total budget for each task)
    - 4.1.4.2 Show total project progress in percent (sum of all earned value divided by total project budget).

- 4.2 The Consultant will coordinate the study with agencies and/or Consultants that are involved with this project or adjacent projects.
  - 4.2.1 Coordination includes one-on-one meetings with the agencies or Consultants.
  - 4.2.2 Agencies involved include the City of Lincoln, Lower Platte South NRD, Airport Authority, and others.
- 4.3 Once notice to proceed has been received, the Consultant will schedule and attend a kick-off meeting with City staff and utilities.
  - 4.3.1 The City's Project Manager will supply a list of invitees and the Consultant shall be responsible for notification to attendees.
- 4.4 The Consultant will schedule and attend all monthly progress meetings.
  - 4.4.1 The Consultant will create and distribute a meeting agenda at least 48 hours prior to all progress meetings.
- 4.5 The Consultant shall review earlier studies of the storage areas including:
  - 4.5.1 The Corps of Engineers 205 study
  - 4.5.2 The Corps of Engineers 216 study
  - 4.5.3 Geotech report for storage areas 1 and 2 completed by HWS.
- 4.6 The Consultant will evaluate locations 1 and 2 (shown on the attached map) to determine the reduction in 100 year peak flows along Salt Creek through the City of Lincoln.
- 4.7 Hydraulic and Hydrologic modeling will be completed using the unsteady HEC-RAS model developed for the new Salt Creek floodplain mapping.
- 4.8 Location 3 will be analyzed to determine the benefits of floodwater attenuation in Wilderness Park and also to determine if peak flows can be further reduced along Salt Creek through Lincoln with the addition of storage area(s) in Wilderness Park.
- 4.9 The consultant will develop a concept plan for locations 1 and 2 which will include grading, structures needed to get flood flows into and out of the storage areas and potential spoil locations from future excavation.
  - 4.9.1 The spoil locations will not be located in any floodplain or floodprone area.
- 4.10 The consultant will develop cost estimates for locations 1 and 2, which will include an estimated land acquisition cost.
- 4.11 The consultant will develop a cost/benefit analysis to determine the feasibility of the storage areas with the intent that the cost/benefit analysis could be used to acquire Hazard Mitigation funds if these projects proceed to construction.
- 4.12 The consultant will develop a conceptual plan for features in location 2 which will improve the water quality of flows exiting the storage area.
- 4.13 The consultant will develop project applications for locations 1 and 2 for possible Hazard Mitigation funding.
  - 4.13.1 These applications are due to NEMA from the City/NRD by 1/7/2008.
- 4.14 Survey work is not anticipated for this study.
  - 4.14.1 The City's LIDAR information will be used for all evaluations in this study.
- 4.15 The Consultant will review the utility locations in locations 1 and 2 to determine if conflicts will be encountered during future construction of the detention basins.

## **5. PUBLIC INVOLVEMENT**

- 5.1 The Consultant will schedule, arrange, and facilitate two public open houses to be held during the initial stages of the study and again after study findings have been determined.
- 5.2 The Consultant shall draft a news release for the open houses to be reviewed by the City's Project Manager, who will coordinate with the Citizen Information Center (CIC).
- 5.3 During the public meetings, City staff and the Consultant will be available to answer questions and receive comments.
- 5.4 The Consultant will provide and maintain a sign-in list and comment forms for the open houses and prepare a written summation of the oral and written comments received.
- 5.5 The Consultant shall provide any necessary follow-up.
  - 5.5.1 Property Owner Meetings
  - 5.5.2 The Consultant will meet with landowners who will be affected by a future construction project.
  - 5.5.3 These meetings will be conducted prior to public open house meetings.

- 5.5.4 The Consultant will develop a project information sheet to be posted on the City's web site.
  - 5.5.4.1 The information sheet will be provided during the early stages of the study and updated as the project progresses.
- 5.5.5 The Consultant shall also develop other informational material such as postcards or individual letters to property owners as requested by the City's Project Manager.

## **6. DELIVERABLES**

- 6.1 The consultant will prepare a narrative report showing the results of the study. Along with the narrative the study report will contain:
  - 6.1.1 Tables and maps showing the net impact/benefit to the 100 year floodplain along Salt, Middle and Oak Creeks.
  - 6.1.2 A conceptual plan (including grading, drainage structures and water quality features)
  - 6.1.3 Cost estimates
  - 6.1.4 Drawings showing the parcels impacted by future construction along with landowner names and the acres impacted.
  - 6.1.5 The cost/benefit analysis and results.
  - 6.1.6 Drawings showing the potential spoil locations and their proximity to the future construction sites.
  - 6.1.7 The consultant will prepare a Hazard Mitigation project application.

## **7. SELECTION PROCEDURE AND SCHEDULE**

- 7.1 The City intends to proceed with this project as soon as possible.
- 7.2 The proposed schedule of activities is as follows:
  - 7.3 Final requests for clarification Aug. 17, 2007
  - 7.4 Proposal submittal deadline Aug. 29, 2007
  - 7.5 Short list and schedule interviews, week of Sept. 3, 2007
  - 7.6 Interview short listed consultants, week of Sept 10, 2007
  - 7.7 Select consultant and negotiate, week of Sept. 17, 2007
  - 7.8 Any request for clarification or additional information regarding this RFP shall be directed in writing to:

Vince M. Mejer, Purchasing Agent  
440 So. 8<sup>th</sup> St., Ste.200, Lincoln, NE 68508  
fax: 402/441-6513 or email: [vmejer@lincoln.ne.gov](mailto:vmejer@lincoln.ne.gov)

## **8. PROPOSAL CONTENTS**

- 8.1 Firm name, address and telephone number.
- 8.2 Years established and former names.
- 8.3 Type of services particularly qualified to perform.
- 8.4 Names of principles and states in which they are registered
- 8.5 Names of key personnel to be used for the proposed work, experience of each, length of service with the firm and showing responsibility and lines of authority.
  - 8.5.1 Provide brief resumes of key project personnel, including:
    - 8.5.1.1 Name and anticipated role in proposed project,
    - 8.5.1.2 experience/education related to this type of project.
- 8.6 Number of staff usually and currently employed.
- 8.7 Outside consultants and associates usually and currently employed.
- 8.8 List of completed projects of similar nature for which the firm was the principal professional.
- 8.9 Current projects of the firm and estimated construction costs of each and status of each.
- 8.10 Willingness and capability to meet the time requirements expressed in the project schedule.
- 8.11 Demonstrate the experience of the firm and project team with FEMA floodplain modeling (especially unsteady state HECRAS) and basin characterization, runoff modeling and analysis.

**9. PERFORMANCE AND REFERENCE**

- 9.1 Demonstrate the technical ability of the firm and the responsible personnel to perform similar kinds of projects in timely and cost effective manner.
- 9.2 Provide an example of watershed management plan projects within past five years.
  - 9.2.1 For each project, list project name and location, contact person and telephone number, cost of work (actual cost vs. initial estimated cost), time to complete the projects and which key personnel on the proposed project team worked on the project.

**10. APPROACH TO PROPOSED PROJECT**

- 10.1 Describe general approach to the proposed project.
- 10.2 Include description of each key step, milestones, deliverables, and meetings with the city.
- 10.3 Provide flow chart showing tasks and deliverables.
- 10.4 Describe any ideas to improve the development of the plan and recommend any scope of work not identified in this RFP considered essential by the consultant.
- 10.5 Consultant shall indicate their proposed schedule by indicating the elapsed calendar days between important milestones and show the ability to meet schedule.

**11. EVALUATION CRITERIA**

- 11.1 All proposals will be evaluated on the following criteria:
- 11.2 Team's experience and key personnel.
- 11.3 Demonstrated past performance of proposed team and key personnel on similar projects.
- 11.4 Clarity, conciseness, and organization of the proposal
- 11.5 Demonstrated understanding of the project and City processes.
- 11.6 Proposed approach of analysis
- 11.7 Demonstrated knowledge of report writing, watershed planning, modeling, water quality and public facilitation as noted in the anticipated scope of work.
- 11.8 Consultant's schedule.
- 11.9 Comments and opinions provided by references.

**12. SUBMITTAL PROCEDURE**

- 12.1 Please submit **six** copies of your proposal at following address, no later than 12:00, Noon, Wednesday August 29, 2007 to:

Vince M. Mejer,  
Purchasing Agent  
440 South 8th Street, Suite 200  
Lincoln, Nebraska 68508

- 12.2 If the proposal is sent by mail, the respondent shall be responsible for actual delivery of the proposal prior to the submittal deadline.
- 12.3 Any response received after the submittal deadline will not be considered.
- 12.4 The City may waive any informalities or irregularities in the proposal and reserves the right to accept, reject, or negotiate any or all proposals, including the right to award the contract in whole or in part if deemed to be in the City's best interest.
- 12.5 Request for clarification or additional information must be received in written format at least seven (7) working days before the submittal deadline.
- 12.6 Any additional information regarding this RFP will be issued as written addenda and sent to all RFP recipients, at least five working days before the submittal deadline.

**13. ESTIMATED FEES**

- 13.1 The City will rank the proposals based on the criteria outlined in the RFP and determine a short list.
- 13.2 The firms selected for oral presentations will be notified and will be asked to prepare a fee schedule and submit in a sealed envelope at the time of interview.
- 13.3 The fee schedule may be used in case of a tie in the ranking of the top firm after the oral presentations.
- 13.4 If the City is unable to arrive at a mutual agreement with the top ranked firm the City retains the sole right to move on to negotiations with the second (then third, etc.) ranked firm.

